

**Amendment to Contract For  
Employment of City Attorney**

This amends the Contract For Employment of City Attorney, now known as Corporation Counsel, entered into on January 8, 2008 as amended on December 30, 2013, by and between the City of West Lafayette by and through its duly authorized and appointed Board of Public Works and Safety (City) and Eric H. Burns (Corporation Counsel) (See attached copy of Contract).

1. The effective date of this Amendment is January 1, 2016.
2. The hourly rate of the Corporation Counsel shall be amended from one hundred eighty-five dollars (\$185) to two hundred dollars (\$200).

In all other respects, the Contract between the parties dated January 8, 2008 shall be un-amended and continue in full force and effect by its terms.

Entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF WEST LAFAYETTE  
BOARD OF PUBLIC WORKS AND SAFETY

\_\_\_\_\_  
Eric H. Burns, Corporation Counsel

\_\_\_\_\_  
John R. Dennis, Mayor

\_\_\_\_\_  
Sana G. Booker, Member

\_\_\_\_\_  
Bradley L. Cohen, Member

\_\_\_\_\_  
Brooke E. Folkers, Member

\_\_\_\_\_  
Jonathan C. Speaker, Member

Attest:

\_\_\_\_\_  
Clerk-Treasurer Judith C. Rhodes

CONTRACT FOR EMPLOYMENT OF CITY ATTORNEY

THIS AGREEMENT made and entered into this 1<sup>st</sup> day of January, 2008, between the City of West Lafayette, Indiana, by and through its duly authorized and appointed Board of Public Works and Safety, (hereinafter designated "City") and Eric H. Burns (hereinafter designated "City Attorney")

WITNESSETH:

City retains and employs City Attorney as its attorney to represent it, counsel it, and provide all legal services which shall be assigned to said City Attorney for a period of one (1) year starting January 1, 2008, through December 31, 2008. The Agreement shall be automatically renewed thereafter from year to year unless cancelled by either party in writing. This Agreement may be cancelled on thirty (30) days written notice by either party.

The City Attorney shall provide, as assigned by the Mayor or Board of Public Works and Safety, legal services to all departments, agencies, boards, commissions, authorities, and officers of the City and shall make his legal services readily available as needed by the City, and shall forego any other legal representation which is or reasonably would be adverse to the interest of the City.

City Attorney will act as City Attorney and head of the Department of Law for the City, all pursuant to I.C. § 36-4-9-11 and have all those powers and duties as set out in I.C. § 36-4-9-12.

Fees to the City Attorney shall be provided as follows:

The City Attorney shall submit monthly itemized billings to the City for services and expenses as set forth below. The City Attorney shall be paid at an hourly rate which is reduced from the City Attorney's normal billing rate for private legal work. Such rate shall be One Hundred Seventy Five Dollars (\$175.00) per hour.

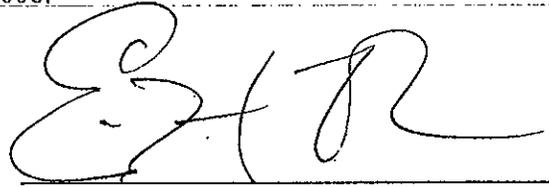
The City Attorney shall be reimbursed for reasonable office expenditures as set forth in "Exhibit A" attached hereto.

In appropriate cases, the City Attorney shall obtain the services of other law firms or lawyers for legal services needed by the City, including bond counsel, who shall be paid on an hourly rate, or a negotiated fee as authorized on a case-by-case basis. The City Attorney shall

oversee the legal work of such other lawyers, or law firms, except where the City Attorney has a personal conflict of interest by reason of current or former representation of adverse parties.

The City Attorney agrees to waive any and all employment benefits such as insurance and pension plan payments. Said City Attorney is in no way to be considered an employee of the City nor shall the aforementioned payments be considered as a salary to said City Attorney, but shall be considered an independent contractor, contracting with said City.

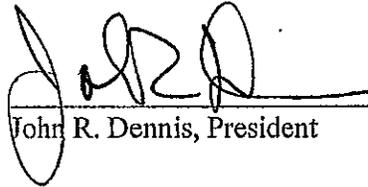
Entered into on this 8 day of January, 2008.



Eric H. Burns

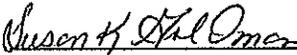
THE CITY OF WEST LAFAYETTE,  
INDIANA, ACTING BY AND THROUGH  
ITS DULY AUTHORIZED AND  
ELECTED BOARD OF PUBLIC WORKS  
AND SAFETY

By:



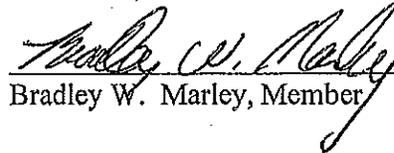
John R. Dennis, President

By:



Susan K. Goldman, Member

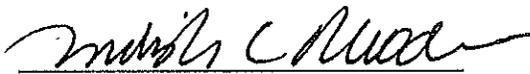
By:



Bradley W. Marley, Member

ATTEST:

By:



Judith C. Rhodes, Clerk/Treasurer

**SCHEDULE A**

Photocopies	\$0.10 each
Long Distant Phone Calls	Actual cost
Mobile Phone Expenses	Actual cost
Fax-Long Distance	Actual cost
Mileage	\$0.50.5/mile (current rate)
Seminars	Actual cost
Deposition costs	Actual cost
Legal Texts	Actual cost
Postage	Actual cost
Office Supplies specific to City Legal Matters	Actual cost